	SOLICITATION, OFFER AND AWARD											Rating Page 1 of 30		
2. Conti	ract No.			Solicitation No.	2	4. 7		olicitation		Issued		6. Requi	isition/Pu	rchase No.
7. Issued				Code	W15P77	8. A	Address Offer To (If Other Than Item 7)							
	NDER US ARM -ACCB-RT-U	Y CECOM	I, ACQ C	ENTER			COMMANDER US ARMY CECOM							
	MONMOUTH, N	J 0770	3-5008					: AMSEL-ACSB-	BID					
							FT Mo	onmouth, New	Jersey 07	703-50	99			
	TATION			In sealed bid solic										
	d offers in or ecified in iten			igned copie ried, in the deposi				es or services in RONIC SUBMISS				ived at th	ie	until
		r) local t			(Date).									
				ions, and Withdra	wals: See	Section	ı L, Provi	sion No. 52.214	l-7 or 52.21	5-1. All	offers	are subje	ect to all t	erms and
	ns contained Information			NNE MARIE VASCO	ONCELOS				Telen	hone No	(Inch	ıde Area	Code) (NO	O Collect Calls)
Call				ddress: ANNEMARI		CELOS@	MAIL1.MO	ONMOUTH.ARMY.	_) 532-27	,	iuc Arca	Couc) (111	J concer cans)
	•	1					able Of C		,					
(X)	Section		D	escription	Pa	age(s)	(X)	Section		De	scripti	on		Page(s)
				Schedule						II - Cont	tract C	lauses		
X	A			tract Form		1	Х		Contract C			1 100		12
X	B C			ices and Prices/Co		3		Part III - Lis				And Oth	er Attach	ments
Х	D			cs./Work Statemer		4			List of Atta			nd Instru	ctions	
X	E	Packaging and Marking 4 Inspection and Acceptance 5						art IV - Representations And Instructions Representations, Certifications, and						
Х	F	Deliveries or Performance			6	X		-	Other Statements of Offerors			20		
X	G Contract Administration Data 7					Х	L	Instrs., Co	nds., and	l Notic	es to Offe	erors	29	
X	H	Special	Contract	t Requirements		10		M	Evaluation	Factors	for A	ward]
					OFFER (N	Must be	e fully con	npleted by offer	ror)					
NOTE:	Item 12 does	not app	ly if the s	olicitation include	es the provi	isions a	it 52.214-1	16, Minimum B	id Acceptai	nce Peri	od.			
				indersigned agree										
	•			for receipt of offer point(s), within the	•			•	ms upon wh	nich pric	es are	offered a	t the price	e set opposite
	ount For Pro tion I, Clause													
				The offeror ackno	wledges		Amendme	ent Number	Date		Amen	lment Nu	mber	Date
•				on for offerors an	d related									
	ts numbered													
15A. Co	ntractor/Off	eror/Quo	oter	Code	Facili	ty		16. Name an	d Title of P	Person A	uthori	zed to Sig	gn Offer (Type or Print)
	lephone Nun	ber (Inc	lude	15C. Check if I	Remittance	Addre	ess is	17. Signature	e				18. Offer	Date
Ar	rea Code)			_	t From Blk									
				Furnish S	Such Addre	ess In C	Offer							
10.1				1.00		(To be		d by Governme						
	epted As To l				Amount		21. Acco	ounting And Ap	propriation	n				
22. Authority For Using Other Than Full And Open Competition: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()							nit Invoices To copies unless otl					tem		
24. Administered By (If other than Item 7) Code						25. Payment Will Be Made By Code								
	mister eu 25	(22 002202					·		·					
SCD	PAS	!		ADP PT										
	rAS ne of Contrac		cer (Tvn				27. Unit	ed States Of An	nerica			1 2	28. Award	Date
	or contrac	0111	(±jp				Omt	Oi Al				-		- ****
								(G)	a : :	0.00		_		
								(Signature of	Contracting	g Office	r)			

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Date

Na	me	of	Offeror	or C	Contractor	٠.

SECTION	Δ	_	SUPPLEMENTAL	TNEORMATTON

	52.6106	NOTICE:	SOLICITATION OMBUDSM	MAN	JAN/2004	

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

Title

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Marcia Easton at (732) 532-2385. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

- 1) This Firm Fixed Price contract is for Cicuit Card Assembly, NSN: 5998-01-416-4332. The government intends to procure 800 each.
- 2) This is a sole source procurement.
- 3) There are no drawings available for this item.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

ITEM NO	S	UPPLIES/SERV	ICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUI	PPLIES OR SERVIC	ES AND PRICES/COSTS				
0001	SECURITY CLASS	3: Unclassified					
0001		onorabbirioa					
0001AA	CIRCUIT CARD A	<u>ASSEMBLY</u>		800	EA	\$	\$
	Packaging and	Marking					
		Commercial Pract table for this i	ice Packaging is tem.				
		(End of narra	tive D001)				
	Inspection and	Aggontango					
	INSPECTION: On		ANCE: Origin				
	Deliveries or DOC	Performance SUPPL					
			SIG CD MARK FOR TP CD				
	DEL REL CD	QUANTITY	DAYS AFTER AWARD				
	001	200	0150				
	002	200	0190				
	003	200	0220				
	004	200	0250				
	FOB POINT: Des	stination					
		EL POST ADDRESS IPPING INSTRUCTION	ONS FOR CONSIGNEE				
		HIP TO) WILL BE	FURNISHED PRIOR ELIVERY DATE FOR				
	ITI	EMS REQUIRED UND					
	RE	QUISITION.					
	Ship	to address is a	s follows:				
	YII T	RANSPORTATION OF	PT CPD				
		NEW CUMBERLAND					
		MISSION DOOR 11 CUMBERLAND, PA 1					
	(End of narrative F001)						

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

D-1

Regulatory Cite	Title						Date
52.7043	STANDARD	PRACTICE	FOR	COMMERCIAL	PACKAGING		APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19248-2959.

D-2 52.7047 BAR CODE MARKING OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

CONTINUATION SHEET	Reference No. of Document Be	eing Continued	Page 5 of 30
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-R-E602	MOD/AMD	

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.7023	SECTION E - INSPECTION AND ACCEPTANCE	MAR/1989

The clauses included in this Section E are mandatory when order being issued fits the circumstances. Appropriate clauses will be incorporated into the order.

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

⁽a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
 - 0 Percent increase
 - 0 Percent decrease

not completed to indicate a different address.

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Name of Offeror or Contractor:

CECTION	α	_	CONTRDACT	ADMINISTRATION	חתדת
SECTION	G	_	CONTRACT	ADMINISTRATION	DAIA

	Regulatory Cite	Title	Date
G-1	52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	MAY/1999
Registration, to electronic function (b) The Contractions. The Contraction The Government (c) Designated	the Government has ds transfer (EFT) ctor shall send al ntractor shall not need not use any	of the clause at 52.232-34, Payment by Electronic Funds TransferOther designated the office cited in paragraph (c) of this clause as the offi information, in lieu of the payment office of this contract. 1 EFT information, and any changes to EFT information to the office desi send EFT information to the payment office, or any other office than the EFT information sent to any office other than that designated in paragram	gnated in paragraph (c) of this nat designated in paragraph (c).
Name:			
Mailing Address			
Telephone Number			
Person to Conta	act:		
Electronic Add	ress:		
		(End of clause)	
		(======================================	
G-2	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003
Reserved per FA	AC 2001-16 OCT 200	3	
		(End of Clause)	
G-3	52.7025 lled for herein wi	PLACE OF PERFORMANCE AND SHIPPING POINT 11 be performed by the contractor at the following location(s):	DEC/1987
1	Location of Final	Manufacture: <u>-1-</u> (City, County, State)	
1	Packaging and Pack	ing:2 (City, County, State)	
\$	Shipping Point (at	or near): <u>-3-</u> (Street Address, City, State, Zip Code)	
1	Producing faciliti	es: <u>-4-</u> (Owner, Street Address, City, State, Zip Code)	
(Operator: <u>-5-</u>		
	(Opera	tor, Street Address, City, State, Zip Code)	
Contractor's of	ffice which will r	eceive payment, supervise and administer the contract:	
	<u>-6-</u>		
		Address, City, State)	

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are

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Name of Offeror or Contractor:

- 3. <u>UNCLASSIFIED CONTRACTS</u>. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.
- 4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

```
G-4 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999
Project Designation: _-1=

Initiating Activity: _2= (Item/Project Manager)

Controlled Item Report Requirements:_-3=

Invoice Address: _-4=

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: _-5=

Organization Code: _-6=

Telephone Area Code and No.: (732)-7=

DSN/Autovon No.: _-8=
```

- b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.
- c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

```
Name: -9-
Address: -10-
(City, State, Zip Code)
```

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item <u>must</u> be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from <u>only</u> those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-5 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

⁽a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

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CONTINUATION SHEET	PHN/SHN W15P7T-04-R-E602	MOD/AMD	

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(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer

Instructions to Administrative Contracting Officer*

Instructions to other Defense Contract Management Command personnel*

Instructions to Defense Finance Administration Services

Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box <u>AMSEL-AC-SP-D@maill.monmouth.army.mil</u>.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-6 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

https://ecweb.dfas.mil.

Vendor authentication includes user ID and passwords. User Guides are available at

http://www.dfas.mil/ecedi/.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SECTION	н	_	SPECTAL.	COMTRACT	REQUIREMENT

Regulatory Cite	Title	Date

H-1 52.6110 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

JUN/1999

- (a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.
 - (b) The format for all communication shall be compatible with the following: -1-
- (c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.
 - (d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
 - (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

- (f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.
- (g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.
- (h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:
 - (i) The Contracting Officer's e-mail address is: marcia.easton@mail1.monmouth.army.mil The Contract Specialist's e-mail address is annemarie.vasconcelos@mail1.monmouth.army.mil The Technical Point of Contact's e-mail address is: charles.alcottQmail1.monmouth.army.mil

(End of clause)

H-2 52.6115 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APR/1999

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

ADDRESS NO. OF COPIES

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Name of Offeror or Contractor:

Commander,

US Army CECOM,

ATTN:AMSEL-AC-CB-RT-U (VAS)

Fort Monmouth, NJ 07703-5000

Commander,

1

1

US Army CECOM,

ATTN:Mark Smith AMSEL-LC-COM-C Fort Monmouth, NJ 07703-5000

Commander,

1

US Army CECOM,

ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-3 52.7630 YEAR 2000 COMPLIANCE APR/2001

The contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.202-1	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-7	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-10	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDSNEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.222-03	CONVICT LABOR	JUN/2003
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENTCONSTRUCTION MATERIALS	MAY/2002
I-28	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENTSCONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)	MAY/2002
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-33	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-34	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-35	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-36	52.232-01	PAYMENTS	APR/1984
I-37	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-41	52.232-25	PROMPT PAYMENT	OCT/2003
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-43	52.233-1	DISPUTES	JUL/2002
I-44	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-47	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.248-1	VALUE ENGINEERING	FEB/2000
I-50	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-51	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-53	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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		-1.3	
	<u>Regulatory Cite</u>	Title	Date
I-54	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-55	252.225-7001	BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM	APR/2003
I-56	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-57	252.225-7007	BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	OCT/2002
I-58	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-59	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-60	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-61	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-62	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-63	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-64	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-65	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-66	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-67	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/2003
IF6852	52.204-7 Centra	al Contractor Registration Alternate 1.	

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause --

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- $\hbox{(2) The Government has validated all mandatory data fields and has marked the record ``Active''.}\\$
- (b)(1) The Contractor shall be registered in the CCR database by ------ [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of
- solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (\mathbf{x}) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the

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DEC/2001

Name of Offeror or Contractor:

contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

I-68 52.222-35

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS (DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract: none.

- (a) Definitions. As used in this clause --
 - "All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

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"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings.
 - (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the

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Name of Offeror or Contractor:

Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings.
 - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall--
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
 - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).
 - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

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I-69 52.222-3

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND ALTERNATE I (JUN 1998)

JUN/1998

Notice: The following term(s) of this clause are waived for this contract: none.

I-70 52.222-26

EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)

APR/2002

Notice: The following terms of this clause are waived for this contract: _none

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

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(End of Clause)

I-71 52.243-07 NOTIFICATION OF CHANGES

APR/1984

- (a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer.
 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-
 - (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within ____ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

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- (e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-72 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Clause)

I-73 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

JAN/2004

- (a) Definitions. As used in this clause-
 - (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.
 - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
 - (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
 - (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
 - (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at http://www.X12.org.
 - (ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.
 - (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

		Regulatory Cite	Title	Date
	K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN	APR/1991
			FEDERAL TRANSACTIONS	
	K-2	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
	K-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
	K-4	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
	K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST	MAR/1998
			COUNTRY	
	K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004
(a)				

- (1) The North American Industry Classification System (NAICS) code for this acquisition is ______ 334418.
- (2) The small business size standard is _500
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it \star is, \star is not a small business concern.
 - (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
 - (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offferor represents as part of its offer that it * is, * is not a veteran-owned small business concern.
 - (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is * is, * is not a service-disabled veteran-owned small business concern.
 - (6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--
 - (i) It __is, __is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
 - (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

 Black	American.

Hispanic American.

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Name of Offeror or Contractor:

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the
Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

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Name of Offeror or Contractor:

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-7 52.203-2 CER

(a) The offeror certifies that --

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

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(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in

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Name of Offeror or Contractor:

otherwise due under the contract.

FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (d) Taxpayer Identification Number (TIN). () TIN:_____. () TIN has been applied for.) TIN is not required because: () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;) Offeror is an agency or instrumentality of a foreign government;) Offeror is an agency or instrumentality of a Federal Government; () Other. State basis.__ (e) Type of organization. () Sole proprietorship;) Partnership;) Corporate entity (not tax-exempt):) Corporate entity (tax-exempt):) Government entity (Federal, State, or local);) Foreign government;) International organization per 26 CFR 1.6049-4; () Other ___ (f) Common Parent. () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. () Name and TIN of common parent: TIN

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-9 52.204-5 WOMEN-OWNED BUSINESS MAY/1999

(End of Provision)

CON	JTINIL	ATION	SHEET

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Name of Offeror or Contractor:

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [] is a women-owned business concern.

	K-10 52.207-4 ECONOMIC PURCHASE QUANTITYSUPPLIES a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on	AUG/1987
in	n this solicitation is (are) economically advantageous to the Government.	
		
eco	(b) Each offeror who believes that acquisitions in different quantities would be mo conomic purchase quantity. If different quantities are recommended, a total and a unit conomic purchase quantity is that quantity at which a significant price break occurs. I	price must be quoted for applicable items. An
	OFFEROR RECOMMENDATIONS	
ITE	PRICE OUANTITY QUOTATION TOTAL	ı

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
 - K-11 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
 AND OTHER RESPONSIBILITY MATTERS
- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any rederal agency;
- (B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

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Name of Offeror or Contractor:

state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

 (End of provision)

K-12 52.215-6 PLACE OF PERFORMANCE

OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code) Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror
or respondent

(End of provision)

K-13 52.222-18

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

FEB/2001

- (a) Definition. Forced of indentured child labor means all work or service--
 - (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countreis of Origin:

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- (c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
 - [] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
 - [] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

 $\mbox{K-}14$ $\mbox{52.222-22}$ PREVIOUS CONTRACTS AND COMPLIANCE REPORTS The offeror represents that-

FEB/1999

- (a) it () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
 - (b) It () has, () has not, -filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
 - K-15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

- (a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

AUG/2003

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

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(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- (iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-17 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

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- (a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supples it acquires.
 - "(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

Na	tional	Commercial				
St	ock	Item	Sourc	e of Supply		
<u>Line Items</u>	Number	(Y or N)	Company	Address	Part No.	Actual Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- "(1) List each deliverable item of supply and item of technical data.
 - (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y'is listed, the Offeror need not complete the remaining columns in the table.
 - (4) For items of supply, list all sources. For technical data, list the source.
 - (5) For items of supply, list each source's part number for the item.
 - (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K-18 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003 (a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

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The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

	Line Item Number	Country of Origin
(3) The following end	d products are other foreign end products:	
	Line Item Number	Country of Origin (If known)
	(End of provision)	·

- K-19 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

 (a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies
- by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.
 - (b) Representation.

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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The

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

		Regulatory Cite	Title	Date
	L-1	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
	L-2	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
	L-3	52.216-01	TYPE OF CONTRACT	APR/1984
ıe	Government	contemplates awar	d of a firm fixed price contract resulting from this solicitation.	
			(End of Provision)	

L-4 52.6230 PRICE HISTORY SEP/1997

AWARD DATE	QUANTITY	UNIT PRICE	CLIN/SLIN
01/08/2002	170	\$450.00	0001AA

The Government provides this data without assuming responsibility for its accuracy or for any conclusions or interpretations which may be drawn from this data. The data are provided solely for informational purposes and should not be relied upon as a basis for preparation of an offer. The solicitation may include more detailed information concerning price history. Therefore, telephone or other request for price history will not be accepted.

L-5 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER MAY/1999

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

http://www.arnet.gov/far

L-6 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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http://farsite.hill.af.mil			

(End of Provision)

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS6106 52.6106 01-JAN-2004 NOTICE: SOLICITATION OMBUDSMAN

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Marcia Easton at (732) 532-2385. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO/DEL	CS6900	52.6900	01-SEP-2003	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)
SECTION D	- PACKAGING A	ND MARKING		
ADDED	DS7043	52.7043	01-APR-1999	STANDARD PRACTICE FOR COMMERCIAL PACKAGING
ADDED	DS7047	52.7047	01-OCT-2001	BAR CODE MARKING
SECTION E	- INSPECTION	AND ACCEPTANCE		
AUTO	EF0005	52.246-01	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
AUTO	EF0010	52.246-02	01-AUG-1996	INSPECTION OF SUPPLIES - FIXED-PRICE
AUTO	EF0090	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
ADDED	ES7023	52.7023	01-MAR-1989	SECTION E - INSPECTION AND ACCEPTANCE
SECTION F	- DELIVERIES	OR PERFORMANCE		
ADDED	FF0015	52.242-15	01-AUG-1989	STOP-WORK ORDER
ADDED	FF0020	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0045	52.247-34	01-NOV-1991	F.O.B. DESTINATION

⁽a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

01-APR-1984 VARIATION IN QUANTITY

(b) The permissible variation shall be limited to:

52.211-16

O Percent increase

AUTO/CHANGE FF6035

0 Percent decrease

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SECTION	G	_	CONTRACT	ADMINISTRATION	DATA

ADDED	GF7050	52.232-35	01-MAY-1999	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION
ADDED	GS7070	252.204-7004	01-OCT-2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate
AUTO	GS7025	52.7025	01-DEC-1987	PLACE OF PERFORMANCE AND SHIPPING POINT
AUTO	GS7050	52.7050	01-MAR-1999	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE
AUTO	GS7055	52.7055	01-JUN-1999	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL
ADDED	GS7080	52.7080	01-NOV-1999	DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AUTO/DEL HA0120 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

AUTO/CHANGE HS6110 52.6110 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

- (a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.
 - (b) The format for all communication shall be compatible with the following: -1-
- (c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.
 - (d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
 - (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

- (f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address
- (g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.
- (h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

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(i) The Contracting Officer's e-mail address is: marcia.easton@mail1.monmouth.army.mil The Contract Specialist's e-mail address is annemarie.vasconcelos@mail1.monmouth.army.mil The Technical Point of Contact's e-mail address is: charles.alcottQmail1.monmouth.army.mil

(End of clause)

CHANGED HS6115 52.6115 01-APR-1999 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS
APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

ADDRESS	NO.	OF COPIES
Commander, US Army CECOM, ATTN:AMSEL-AC-CB-RT-U (VAS) Fort Monmouth, NJ 07703-5000	1	
Commander, US Army CECOM, ATTN:Mark Smith AMSEL-LC-COM-C Fort Monmouth, NJ 07703-5000	1	
Commander,		1
US Army CECOM, ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000		

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

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ADDED	нs7630	52.7630	01-APR-2001	YEAR 2000 COMPLIANCE
SECTION I -	- CONTRACT CL	AUSES		
AUTO	IF0007	52.202-1	01-JUN-2004	DEFINITIONS
AUTO	IF0008	52.202-1	01-DEC-2001	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)
AUTO	IF0012	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0015	52.203-5	01-APR-1984	CONVENANT AGAINST CONTINGENT FEES
AUTO	IF0013	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0014	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)
AUTO	IF0010	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0016	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0017	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0018	52.203-12	01-JUN-2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0025	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0030	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0038	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0061	52.215-2	01-JUN-1999	AUDIT AND RECORDSNEGOTIATION
AUTO	IF0090	52.215-8	01-OCT-1997	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT
AUTO	IF0074	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
ADDED	IF0089	52.215-17	01-OCT-1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
AUTO	IF0138	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0153	52.222-03	01-JUN-2003	CONVICT LABOR
AUTO	IF0159	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0163	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA $\&$ OTHER ELIGIBLE VETERANS
AUTO	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES
AUTO	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
AUTO	IF0193	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
AUTO	IF0201	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENTCONSTRUCTION MATERIALS
AUTO	IF0202	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENTSCONSTRUCTION MATERIALS

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ALTERNATE I (MAY 2002)

AUTO	IF0204	52.225-13	01-DEC-2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
AUTO	IF0329	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0332	52.229-4	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
AUTO/DEL	IF0335	52.229-05	01-APR-1984	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -
AUTO	IF0341	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
ADDED	IF0343	52.230-3	01-APR-1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
ADDED	IF0348	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0353	52.232-01	01-APR-1984	PAYMENTS
AUTO	IF0372	52.232-08	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0381	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0387	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0400	52.232-23 ALT I	01-JAN-1986	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)
AUTO	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0700	52.233-1	01-JUL-2002	DISPUTES
AUTO ADDED	IF0700 IF0430	52.233-1 52.233-3		DISPUTES PROTEST AFTER AWARD
				PROTEST AFTER AWARD
ADDED	IF0430	52.233-3	01-AUG-1996 01-JUL-1995	PROTEST AFTER AWARD
ADDED	IF0430 IF0585	52.233-3 52.242-13	01-AUG-1996 01-JUL-1995 01-AUG-1987	PROTEST AFTER AWARD BANKRUPTCY
ADDED ADDED AUTO	IF0430 IF0585 IF0586	52.233-3 52.242-13 52.243-01	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE
ADDED ADDED AUTO	IF0430 IF0585 IF0586 IF0620	52.233-3 52.242-13 52.243-01 52.244-5	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING
ADDED AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY
ADDED AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679 IF0760	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23 52.248-1	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000 01-MAY-2004	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY VALUE ENGINEERING
ADDED AUTO AUTO AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679 IF0760 IF0783	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23 52.248-1 52.249-02	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000 01-MAY-2004 01-APR-1984	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY VALUE ENGINEERING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
ADDED ADDED AUTO AUTO AUTO AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679 IF0760 IF0783 IF0810	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23 52.248-1 52.249-02 52.249-08	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000 01-MAY-2004 01-APR-1984 01-MAR-1999	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY VALUE ENGINEERING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-
ADDED ADDED AUTO AUTO AUTO AUTO AUTO AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679 IF0760 IF0783 IF0810 IA0020	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23 52.248-1 52.249-02 52.249-08 252.203-7001	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000 01-MAY-2004 01-APR-1984 01-MAR-1999 01-DEC-1991	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY VALUE ENGINEERING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
ADDED ADDED AUTO AUTO AUTO AUTO AUTO AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679 IF0760 IF0783 IF0810 IA0020	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23 52.248-1 52.249-02 52.249-08 252.203-7001	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000 01-MAY-2004 01-APR-1984 01-MAR-1999 01-DEC-1991 01-NOV-1995	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY VALUE ENGINEERING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
ADDED ADDED AUTO AUTO AUTO AUTO AUTO AUTO AUTO AUTO	IF0430 IF0585 IF0586 IF0620 IF0679 IF0760 IF0783 IF0810 IA0020 IA0040	52.233-3 52.242-13 52.243-01 52.244-5 52.246-23 52.248-1 52.249-02 52.249-08 252.203-7001 252.205-7000 252.209-7000	01-AUG-1996 01-JUL-1995 01-AUG-1987 01-DEC-1996 01-FEB-1997 01-FEB-2000 01-MAY-2004 01-APR-1984 01-MAR-1999 01-DEC-1991 01-NOV-1995 01-APR-2003	PROTEST AFTER AWARD BANKRUPTCY CHANGES - FIXED PRICE COMPETITION IN SUBCONTRACTING LIMITATION OF LIABILITY VALUE ENGINEERING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY

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AUTO/DEL	IA0185	252.225-7009	01-AUG-2000	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO/DEL	IA0190	252.225-7010	01-AUG-2000	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRYADDITIONAL PROVISIONS
AUTO	IA0191	252.225-7012	01-JUN-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0205	252.225-7025	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0100	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0575	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	IA0725	252.242-7004	01-DEC-2000	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	IA0735	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA0736	252.243-7002	01-MAR-1998	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT
AUTO	IA0740	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	IA0752	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO/FIL	IF6852	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1
CHANGED	IF6104	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS (DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract: none.

(a) Definitions. As used in this clause --

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular

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opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as

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amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall--
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

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(End of Clause)

CHANGED IF6107 52.222-36 01-JUN-1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract: none.

CHANGED IF7165 52.222-26 01-APR-2002 EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999) Notice: The following terms of this clause are waived for this contract: _none

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under

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Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

AUTO/CHANGE IF7200 52.243-07 01-APR-1984 NOTIFICATION OF CHANGES

- (a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer.
 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-
 - (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within ____ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;

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- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

AUTO	IF7240	52.252-02	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
ADDED	IA7180	252.232-7003	01-JAN-2004	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
SECTION	J - LIST OF ATT	ACHMENTS		
AUTO/DEL	JS6010	52.6010	01-APR-1984	CONVENIENCE ENCLOSURES
SECTION	K - REPRESENTAT	CIONS, CERTIFICAT	IONS, AND OTHE	R STATEMENTS OF OFFERORS
AUTO	KF0050	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	KF0155	52.222-19	01-JUN-2004	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	KF0160	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED	KF0018	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS
ADDED	KA0015	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
AUTO/DEI	KA0050	252.225-7017	01-FEB-2000	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA
AUTO/CHA	NGE KF6067	52.219-1	01-MAY-2004	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334418.

⁽²⁾ The small business size standard is $_500$

⁽³⁾ The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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(b) Representation	ns.
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- (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offferor represents as part of its offer that it * is, * is not a veteran-owned small business concern
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is * is, * is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--
 - (i) It ___is, ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It __is, __is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

AUTO	KF7010	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7068	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS
AUTO	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITYSUPPLIES
AUTO	KF7022	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,

		PIIN/S	IIN W15P7T-04-R	-E602	MOD/AMD
	AUTO	KF7075	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
	ADDED	KF7080	52.222-18	01-FEB-2001	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS
	AUTO	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
	ADDED	KF7091	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
	AUTO	KF7099	52.223-13	01-AUG-2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
	AUTO	KA7030	252.217-7026	01-NOV-1995	IDENTIFICATION OF SOURCES OF SUPPLY
	AUTO	KA7040	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
	AUTO	KA7095	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
	SECTION L -	INSTRUCTIONS	, CONDITIONS, AN	D NOTICES TO	OFFERORS
	AUTO	LF0122	52.215-05	01-JUL-1987	SOLICITATION DEFINITIONS
	AUTO	LA0210	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
Т	AUTO/CHANGE he Government		52.216-01 s award of a firm	n fixed price	TYPE OF CONTRACT contract resulting from this solicitation. Provision)
	AUTO/DEL	LF6500	52.233-2	01-AUG-1996	SERVICE OF PROTEST

CHANGED	LS6230	52.6230	01-SEP-1997 P	RICE HISTORY	
		AWARD DATE	QUANTITY	UNIT PRICE	<u>CLIN/SLIN</u>

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The Government provides this data without assuming responsibility for its accuracy or for any conclusions or interpretations which may be drawn from this data. The data are provided solely for informational purposes and should not be relied upon as a basis for preparation of an offer. The solicitation may include more detailed information concerning price history. Therefore, telephone or other request for price history will not be accepted.

\$450.00

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ADDED	LF7160	52.232-38	01-MAY-1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
AUTO	LF7240	52.252-01	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
AUTO/DEL	LM7251	52.XXXX	01-FEB-2004	AMC-LEVEL PROTEST PROGRAM